

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Madhusudhana T. Subraya et al.

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Serial No.: 10/707,369

Group Art Unit: 2882

Filed: December 9, 2003

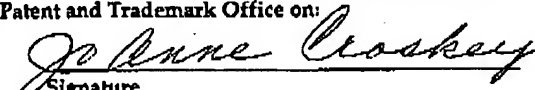
Examiner: Song, Hoon K.

Title: X-RAY TUBE WINDOW AND SURROUNDING ENCLOSURE  
COOLING APPARATUS

Atty. Docket No.: 130123 (GEMS 0234 PA)

I hereby certify that this correspondence is being transmitted via facsimile (703-872-9306) to  
Examiner Hoon K. Song with the United States Patent and Trademark Office on:March 24, 2005  
Date of Deposit

Jo Anne Croskey

  
SignatureTERMINAL DISCLAIMERMail Stop AF  
Commissioner of Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The GE Medical Systems Global Technology Company, LLC, (hereinafter GE), a Delaware limited liability company, having its principal place of business in Waukesha, Wisconsin, with a mailing address of 3000 North Grandview Boulevard, Waukesha, Wisconsin 53188, represents that it is the owner of the full (100%) and exclusive rights, title, and interest in the above-identified patent application Serial No. 10/707,369, filed December 9, 2003, for a "X-RAY TUBE WINDOW AND SURROUNDING ENCLOSURE COOLING APPARATUS", as evidenced by the records of the United States Patent Office.

U.S.S.N. 10/707,369

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GE hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154, 156, and 173, as presently shortened by any terminal disclaimer, of a patent granted on co-pending Application No. 10/683,306. GE hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and a patent granted on the co-pending Application are commonly owned. This agreement runs with any patent granted on the application and is binding upon the grantee, and its successors or assigns.

In making the above disclaimer, GE does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154, 156, and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is an attorney of record.

U.S.S.N. 10/707,369

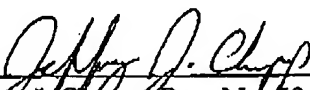
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Please charge the terminal disclaimer fee of \$110.00 to Deposit Account No. 070845 in the name of GE Medical Systems Global Technology. If any further fees are necessary, you are hereby authorized to charge Deposit Account No. 070845 in the name of GE Medical Systems Global Technology.

Respectfully submitted,

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Dated: March 24, 2005